

ARIZONA DEPARTMENT OF TRANSPORTATION

ADDRESS

APPLICATION FOR PERMIT TO USE STATE HIGHWAY RIGHT OF WAY
(PRINT OR TYPE)

Application is hereby made to enter in upon and use a portion of the State Highway.

Name of Encroachment Owner _____

Address of Owner _____

City _____ State _____ Zip _____

Signature of Owner _____ Phone _____

Name of Applicant _____ Legal Relationship to Owner _____

Mailing Address _____

City _____ State _____ Zip _____

Phone _____

Signature of Applicant _____

(Applicant and Owner are responsible for conditions on permit)

City (in or near) _____ PROJECT NO. _____

Highway Route No. _____ Approximately _____ Feet _____ of Milepost No. _____

Side of Highway **N S E W** (circle one) Highway Station _____

Purpose _____

FOR DEPARTMENT USE ONLY

THIS APPLICATION is approved with the following directions, requirements and specifications indicated on the back of this form. WITH THE ACCEPTANCE OF THIS PERMIT, THE PERMITTEE AGREES TO ALL THE CONDITIONS AS DESCRIBED HEREIN. NO WORK WILL BE ALLOWED TO TAKE PLACE INSIDE THE RIGHT OF WAY WITHOUT A VALID PERMIT ON SITE.

Date _____

PERMITS SUPERVISOR

PERMIT AND LICENSE

Permit No. _____

A permit and license is hereby issued to the foregoing licensee for the purpose contained in the application and upon the expressed condition that every agreement and covenant therein contained is faithfully performed, and said work to be performed in accordance with final approved plans and specifications. Construction is authorized only for the period indicated below.

Dated _____

ARIZONA DEPARTMENT OF TRANSPORTATION

Construction to be completed by:

By _____

Date

Authorized Signature

FOR AND IN CONSIDERATION of the granting of a permit or license for the purpose set forth herein the Licensee hereby agrees, covenants, and binds said Licensee as follows, to-wit:

1. The Licensee hereby agrees to save and hold harmless the State, any of its departments, agencies, officers or employees from all cost and damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or non-performance of any provision of this agreement or the exercise of this permit: or license by Licensee, any of its agents, or any of its independent contractors. The above cost incurred by the State, any of its departments, agencies, officers, or employees shall include in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. When any above cost, damage occurs as aforesaid, Licensee assumes the burden of proof that the above activity, condition, or event did not cause such cost, damage, or other damage.
2. That all work done shall be at the sole cost and expense of the Licensee, and shall be done at such time and in such manner as to be least inconvenient to the traveling public, and as directed by the agent of the Licensor. Work must be finished in the time specified on permit.
3. That when the proposed work is completed the Licensee shall repair the roadbed and replace the surfacing material thereon and will leave the said road in as good a condition as it is now, so far as the road is affected by the Licensee.
4. If the subject of the permit or license fails to pass final inspection, the Licensee will remove or replace the same within such time as specified by written notice from the Licensor; or if at any time hereafter, any material used by the Licensee in replacing or reconstructing any part of said highway proves defective, the Licensee will replace the same with the kind and quality of material which the Licensor shall specify.
5. That if the title and possession of any property placed upon the right of way by the Licensee remains in said Licensee, the Licensee shall and will promptly perform all necessary repair work upon written notice from the Licensor, and will not permit or allow any condition to exist which would be a hazard or source of danger to the traveling public.
6. That if at anytime hereafter the right of way, or any portion thereof, occupied and used by the Licensee may be needed or required by the Licensor, any permit or license granted in pursuance of this application, may be revoked by the Licensor and all rights thereunder terminated, and upon sufficient notice, the Licensee shall and will remove all property belonging to said Licensee.
7. That in the event that the work to be done under the authority of the permit or license necessitates the creation of any hazard or source of danger to any person or vehicle using said highway, said Licensee shall and will provide and maintain at all times during the existence of said hazard, sufficient barriers, danger signals, lanterns, detours, and shall and will take such other measures of precaution as the Licensor shall direct.
8. That if the work to be undertaken is of such a nature or character that the Licensor deems it necessary that said work be laid out, or inspected by the Licensor, said Licensee will defray any and all expenses incurred by said Licensor, and herein agrees to reimburse the Licensor, and for that purpose will deposit with the Licensor a sum of money in the amount necessary to cover all cost incurred by the Licensor.
9. All construction to be as per final plans approved with permit.
10. Licensee agrees to advise the state of any change of ownership.
11. In case of the eviction of licensee by anyone owning or claiming title to or any interest in said premises, or any part thereof, State shall not be liable to licensee for any damage of any nature whatsoever, or to refund any monies paid hereunder.
12. It is the responsibility of the permittee to investigate the necessity of additional permits or approvals from local governments or agencies, such as towns cities or counties.